of an adverse possession having its inception solely by operation of law. The dissenting justices cited with approval: *Regina* v. *Mayor of Tewksbury*, L. R. 3 Q. B. 628; *Martindale* v. *Falkner*, 2 C. B. 719. On open, visible and notorious possession by the adverse claimant the law presumes notice to the true owner. *Black* v. *Tenn., etc., R. Co.*, 93 Ala. 109, 9 So. Rep. 537; *King* v. *Carmichael*, 136 Ind. 20, 35 N. E. 509, 43 Am. St. Rep. 303. But where possession is originally taken and held under the true owner, a clear, positive and continued disclaimer and disavowal of title and an assertion of an adverse right brought home to the true owner are indispensable before any foundation can be laid for the operation of the statute of limitations. *Lewis* v. *N. Y., etc., R. Co.*, 162 N. Y. 202, 56 N. E. Rep. 540; *Smith* v. *Stevens*, 82 Ill. 554. In a case based on similar facts and involving a claim of adverse possession based on the revocation of a license by operation of law (by the transfer by the licensee), it was held that such a revocation does not start the statute nor lay the foundation for adverse possession until an adverse holding is declared and notice of such change is brought to the knowledge of the owner. *Cameron* v. *Chicago, etc., Ry. Co.*, 60 Minn. 100, 61 N. W. Rep. 814. In the principal case it is intimated that a distinction might be drawn when the revocation by operation of law is caused by the act of the licensee. But it is believed that on principle such distinction cannot be made with this result, for both revoke by operation of law and their incidents in that regard should be the same.

ATTACHMENT—CONFLICT OF JURISDICTION—STATE AND FEDERAL COURTS.—Plaintiffs, as receivers of the National Salt Company, were authorized to sell its real property May 25, 1904, but the title thereto yet remains in them. Previously, Nov. 6, 1901, a warrant of attachment on this property had been issued in a suit in the federal court by Ingraham against said company, and Aug. 9, 1904, he obtained judgment. Thereupon, the marshal advertised for sale all the right, title, and interest which the National Salt Company had in and to said real estate in Wyoming County. The complaint states (1) that no valid lien has been acquired under the attachment by reason of failure to file notice of the same in the office of the clerk of the County of Wyoming under § 649 of the Code of Civil Procedure of New York; (2) that the threatened sale will throw a cloud on the title of the receivers, and on these grounds prays for an injunction restraining the marshal from selling the property, which was granted below (106 App. Div. 506, 94 N. Y. Supp. 937). *Held*, the injunction should be vacated. *Beardslee et al.* v. *Ingraham et al.* (1906), — N. Y. —, 76 N. E. Rep. 476.

An injunction against a marshal is in effect an injunction against the federal tribunal itself. *Central National Bank* v. *Stevens*, 169 U. S. 432; *Peck* v. *Jenness*, 7 How. 612; *Riggs* v. *Johnson County*, 6 Wall. 166; *Moran* v. *Sturges*, 154 U. S. 256. State courts cannot enjoin proceedings in the courts of the United States. *Morgan* v. *Sturges*, supra (on p. 274); *Covell* v. *Heyman*, 111 U. S. 176; *Freeman* v. *Howe*, 24 How. 454. But the proposition which led the courts below to sustain the injunction is that the levy of an attachment upon real estate gives to the court from which the process issues neither actual nor constructive possession of the property, and hence that

the federal court has not acquired such custody of the property as to prevent its lawful seizure by the receiver of another court. *In re Hall & Stillson Co.*, 73 Fed. Rep. 527; *Wiswall* v. *Sampson*, 14 How. 52. This latter case it is claimed was overruled by *Chautauqua County Bank* v. *Risley*, 19 N. Y. 369, which in turn is said by the Appellate Division to be repudiated in *Walling* v. *Miller*, 108 N. Y. 173. However, this doctrine is properly rejected in this case, the court saying that "the purpose of the law is the same in both cases (of the attachment of either real or personal property)—to secure an appropriation of the attached property to the satisfaction of the plaintiff's claim in the event that he recovers judgment." To hold otherwise would permit a state court in a later suit to appoint receivers of the land previously attached in an action in the federal court, draw to itself the power to stay the enforcement of its prior processes, decree their validity or invalidity, and thus invade the sovereignty of the federal court. Besides, it is for the Circuit Court and not for the state court to determine whether the levy of the attachment sued out by Ingraham is valid or not, for where a court has jurisdiction it has a right to decide every question which occurs in the cause, and its judgment is binding in every other court, and its jurisdiction cannot be taken away by proceedings in another court. *Peck* v. *Jenness*, supra. Doubtless the warrant of attachment did not suffice to create any lien against said property, not being filed according to the statute, since attachment is a summary statutory remedy, and the statutes are strictly interpreted. *Munger* v. *Doolan*, 75 Conn. 656; *Forbes Piano Co.* v. *Owens*, (Ga.) 47 S. E. Rep. 938. Yet this proposition does not sustain the injunction. The gist of the cause of action is the apprehension that a sale under an execution relating back to the attachment will throw a cloud upon the title of the plaintiffs. But to maintain such action it must appear that the proceedings attacked are not void upon their face and that their nullity would not be manifest upon the proof that a complainant would be compelled to make in support of his claim. *Clark* v. *Davenport*, 95 N. Y. 477; *Dederer* v. *Voorhies*, 81 N. Y. 156; *Guest* v. *City of Brooklyn*, 69 N. Y. 506. Therefore, the injunction was properly vacated. For another phase of this controversy, see 4 MICH. LAW REVIEW 300.

BILLS AND NOTES—NEGOTIABILITY OF OVERDUE NOTE.—Bill in equity by a minor to compel defendant to assign and deliver to her a note and mortgage, alleged to have been fraudulently obtained from her by her guardian, now deceased. One T fraudulently represented that he wanted the assignment so that the owner of the equity might pay the mortgage off. Defendant took an assignment from him, in good faith, for value and without notice of the fraud, unless from the fact of taking the note when overdue. *Held*, the note was negotiable and defendant got good title. *Gardner* v. *Beacon Trust Co. et al.* (1906), — Mass. —, 76 N. E. Rep. 455.

A negotiable instrument may be transferred, by indorsement or otherwise, before or after maturity. *Nat Bank* v. *Texas*, 20 Wall. 72; *Broun* v. *Hull*, 33 Gratt. 23; *Leavitt* v. *Putnam*, 3 N. Y. 494; *McSherry* v. *Brooks*, 46 N. Y. 103. The title of the party who obtained the note through fraud was voidable merely, and one purchasing for value and without notice would acquire